

March 1, 2022

Board of Public Works and Safety

Dear Board Members:

You have before you a contract from Caldwell Tanks, LLC of Louisville, Ky. to construct a 2 million gallon elevated water tank on East 430 South and South 150 East. The cost for the project is \$5,635,400.00 and is set to be erected by the end of this year, and substantially completed by July of 2023. We also have a notice to proceed, and I respectfully request the Boards approval.

Thank you,

Steve Moore, Superintendent

Lafayette Water Works

**SECTION 00500**  
**AGREEMENT FORM**

**CONTRACT**

THIS CONTRACT, made the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between

Caldwell Tanks, Inc., hereinafter called the "Contractor", and the City of Lafayette, a municipal corporation, hereinafter call the "Owner", WITNESSETH, that the Contractor and the Owner, for the consideration stated herein, agree as follows:

ARTICLE 1.      SCOPE OF WORK.              The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, equipment, and all utility and transportation services required to perform and complete in a workmanlike manner the construction of:

**WEA RIDGE WATER TOWER PROJECT**

for the Owner, all in strict accordance with the Bid Documents which include Drawings and Specifications, including any and all addenda, prepared by City of Lafayette, which Drawings and Specifications are made a part of this Contract, and in strict compliance with the Contractor's proposal and the other Bid Documents herein mentioned which are a part of this Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

ARTICLE II.      THE CONTRACT PRICE.              The Owner shall pay to the Contractor for the performance of this Contract, subject to any additions or deductions provided therein, in current funds, the contract price

Of Five Million, Six Hundred Thirty-Five Thousand Four Hundred Dollars and Zero Cents (\$5,635,400.00). Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

ARTICLE III.      COMPONENT PARTS OF THIS CONTRACT.              This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached:

1.      Construction Contract
2.      Contractor's Proposal
3.      Bidder Requirements
4.      Specifications (including Addenda)
5.      General Conditions (Including Supplementary Conditions)
6.      Map and Photographs

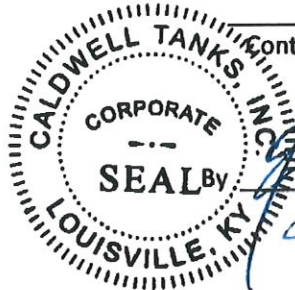
In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

**ARTICLE IV.            GUARANTEE.            The Contractor hereby agrees to protect the Owner against imperfections in materials, equipment and workmanship, which may be or which may become apparent during the period of construction or erection, or which may develop within a period of one (1) year subsequent to the date of final acceptance by the Owner and the Contractor shall, at his own expense, remove and replace in whole or in part any such work, materials, or equipment which may prove defective or unsuitable for the service performed or to be performed and/or which may show unreasonable deterioration within said period, upon the written demand and to the full satisfaction of the Owner.**

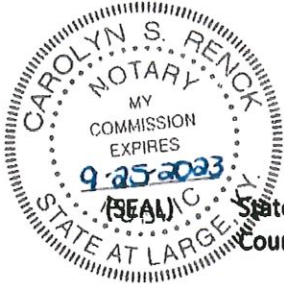
IN WITNESS WHEREOF, the parties have caused this instrument to be executed in 3 original counterparts the day and year first above written.

Caldwell Tanks, Inc.

Contractor



Title Kevin J. Gallagher, Vice President



State of Kentucky  
County of Jefferson

Attest:

Carolyn S. Renck  
Notary Public Carolyn S. Renck  
My Commission Expires: 9/25/2023

CITY OF LAFAYETTE, Board of Public Works & Safety  
Owner

By \_\_\_\_\_  
Gary Henriott, President

\_\_\_\_\_  
Cindy Murray, Member

\_\_\_\_\_  
Norm Childress, Member

\_\_\_\_\_  
Ron Shriner, Member

\_\_\_\_\_  
Amy Moulton, Member

(SEAL)

Attest:

\_\_\_\_\_  
Date

END OF SECTION

**CONTRACTING WITH IRAN CERTIFICATION FORM  
ADDITIONAL CONTRACT CLAUSE ATTACHMENT**

The following clause is added and incorporated as an additional contract term to:

**WEA RIDGE WATER TOWER PROJECT**

**No Investment in Iran.** As required by IC 5-22-16.5-13, the Contractor hereby certifies that the Contractor is not engaged in investment activities in Iran.

Caldwell Tanks, Inc.

**Contractor Name, Printed**

Signed: 

Printed Name: Kevin J. Gallagher

Title: Vice President

Date: 2-16-2022



**CONTRACT PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, Caldwell Tanks, Inc., 4000 Tower Road, Louisville, KY 40219 as Principal, and Great American Insurance Company as Surety, are held and firmly bound unto the City of Lafayette, Indiana for the benefit of the City of Lafayette, hereinafter called the Owner, in the penal sum of Five Million Six Hundred Thirty Five Thousand Four Hundred dollars (\$ 5,635,400.00) for the payment of which we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

The condition of this obligation is such that whereas the above named Principal did, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, enter into a Contract with the Owner, by the terms of which said Principal agreed to furnish all labor, materials, equipment and supplies for the construction of

**WEA RIDGE WATER TOWER PROJECT**

as described and defined in said Contract and in the Specifications and Drawings, prepared by the City of Lafayette, Indiana which are a part thereof, ready for continuous and successful operation, for the completion of said work, for the sum of Five Million Six Hundred Thirty Five Thousand Four Hundred dollars (\$ 5,635,400.00), and to remove and replace any defective or unsuitable equipment or structure at the expense of said Principal which may be apparent or may develop from inferior workmanship or material within one (1) year from the date of final acceptance of the above described work, which Contract is made a part of this bond the same as though set forth herein.

Now if said Principal shall well and faithfully do and perform the things agreed by it to be done and performed according to the terms of said Contract, then this obligation shall be void, otherwise the same shall remain in full force and effect; and said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same, shall in any wise affect its obligation on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or the Specifications.

No change, modification, omission, or addition in and to the terms or conditions of said Contract, Plans, Specifications, Drawings or Profile, or any irregularity or defect in said Contract or in the proceedings preliminary to the letting and awarding thereof shall in any wise affect or operate to release or discharge said surety and the provisions and conditions of IC 5-16-5 (1971) shall be, operate as, and become a part of the terms of this bond and said Contract the same as if incorporated herein.

WEA RIDGE WATER TOWER PROJECT

IN WITNESS WHEREOF, we have this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, affixed our signatures and corporate seals to 3 executed original counterparts of this bond.

Caldwell Tanks, Inc.

Principal

ATTEST:

David E. Bartley  
David E. Bartley, Secretary

By

Kevin J. Gallagher  
Kevin J. Gallagher, Vice President



Great American Insurance Company

Surety

ATTEST:

Carolyn S. Renck  
Carolyn S. Renck, Witness

By

John Mark Strader  
Attorney-In-Fact  
John Mark Strader



**CONTRACT PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, Caldwell Tanks, Inc.  
4000 Tower Road, Louisville, KY 40219 as Principal, and Great American Insurance Company  
 as Surety, are held and firmly bound unto the City of Lafayette, Indiana  
for the benefit of the City of Lafayette, hereinafter called the Owner, in the penal sum of   
Five Million Six Hundred Thirty Five Thousand Four Hundred -- dollars (\$ 5,635,400.00 ) for  
the payment of which we are hereby jointly and severally bind ourselves, our heirs, executors,  
administrators, successors and assigns.

Dated this     day of                     , 20   .

The condition of this obligation is such that whereas the above named Principal did, on the      
day of                     , 20   , enter into a Contract with the Owner, by the terms of which  
said Principal agreed to furnish all labor, materials, equipment and supplies for the construction  
of

**WEA RIDGE WATER TOWER PROJECT**

as described and defined in said Contract and in the Specifications and Drawings, prepared by  
Butler, Fairman & Seufert, Inc. which are part thereof, ready for continuous and successful  
operation, for the completion of said work, for the sum of Five Million Six Hundred Thirty  
Five Thousand Four Hundred----- dollars (\$ 5,635,400.00 ) and to remove and replace  
any defective or unsuitable equipment or structure at the expense of said Principal which may  
be apparent or may develop from inferior workmanship or material within one (1) year from the  
date of final acceptance of the above described work which Contract is made a part of this bond  
the same as though set forth herein.

Now if said Principal shall promptly pay all indebtedness which may accrue, by operation of law  
or otherwise, to any person, firm or corporation on account of any labor or service performed or  
material furnished or service rendered in the carrying forward, performing and completion of  
said Contract; we agreeing and assenting that this undertaking directly insures to the benefit of  
subcontractors, laborers, material men and those performing service on account of or directly in  
connection with the completion of said Contract, as well as for the obligee herein; then this  
obligation shall be void, otherwise the same shall remain in full force and effect; and said Surety  
for value received hereby stipulates and that no change, extension of time, alteration or addition  
to the terms of the Contract or to the work to be performed thereunder or the Specifications  
accompanying the same, shall in any wise affect its obligation on this bond and it does hereby  
waive notice of any such change, extension of time, alteration, or addition to the terms of the  
Contract or to the work or the Specifications.

No change, modification, omission, or addition in and to the terms or conditions of said Contract,  
plans, specifications, drawings, or profile, or any irregularity or defect in said Contract or in the  
proceedings preliminary to the letting and awarding thereof shall in any wise affect or operate



WEA RIDGE WATER TOWER PROJECT

to release or discharge said Surety and the provisions and conditions of IC 5-16-5 (1971) shall be, operate as, and become a part of the terms of this bond and said Contract the same as if incorporated herein.

IN WITNESS WHEREOF, we have this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, affixed our signatures and corporate seals to 3 executed original counterparts of this bond.

Caldwell Tanks, Inc.

Principal



ATTEST:

David E. Bartley  
David E. Bartley, Secretary

By

Kevin J. Gallagher  
Kevin J. Gallagher, Vice President

Great American Insurance Company

Surety

ATTEST:

Carolyn S. Renck  
Carolyn S. Renck, Witness

By

John Mark Strader  
Attorney-In-Fact  
John Mark Strader

# GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-389-5000 • FAX 513-723-2740

The number of persons authorized by  
this power of attorney is not more than FIVE

No. 0 21502

## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
PHILIP D. ANDERTON	ALL OF	ALL
BRIAN CRAWFORD	LOUISVILLE,	\$100,000,000
NED BOOKER	KENTUCKY	
CHERIE BREWER		
JOHN MARK STRADER		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.  
IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 1ST day of FEBRUARY, 2021.



Assistant Secretary

*Stephen C. Beraha*

*Mark Vicario*

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 1ST day of FEBRUARY, 2021, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A. KOHORST  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2025

*Susan A. Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

**RESOLVED:** That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

**RESOLVED FURTHER:** That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

## CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

day of

2021



*Stephen C. Beraha*

Assistant Secretary

# **City of Lafayette (City)**

## **Tobacco Free Workplace Policy**

### **("Policy")**

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#### **Purpose**

The purpose of this Policy is to establish a tobacco free policy for the City of Lafayette. The City is committed to providing a safe and healthy workplace and to promoting the health and well-being of its employees. Because the City recognizes the hazards caused by exposure to environmental tobacco smoke, as well as the life-threatening diseases linked to the use of all forms of tobacco, it shall be the policy of the City, effective August 22, 2014, to provide a tobacco-free environment for all employees and visitors. This Policy may be amended, changed or terminated by the City, in its sole discretion at any time, with or without notice.

#### **General**

It is the policy of the City to prohibit smoking and the use of all forms of tobacco on all City premises in order to provide and maintain a safe and healthy work environment for all employees. This Policy covers the smoking of any tobacco product and the use of oral tobacco products or "spit" tobacco. For purposes of this Policy "smoking" means the act of lighting, smoking or carrying a lighted or smoldering cigar, cigarette, pipe of any kind or any other device, including but not limited to e-cigarettes, used to burn tobacco or other like substances.

#### **Scope**

1. This Policy applies to the following:

- a. Any areas of buildings occupied by a City employee.
- b. A City sponsored off-site conference and meeting.
- c. A vehicle owned or leased by the City.
- d. A visitor, customer and vendor of the City.
- e. A contractor or consultant and their employees working on City property.
- f. A full-time or part-time employee and an intern, temporary, or seasonal employee or volunteer.

2. No use of tobacco products or smoking will be allowed within the enclosed facilities of the City at any time. For purposes of this Policy, "facility or facilities" means any building, structure, improved or unimproved land, or any part of any building, structure, or land which is owned, used or occupied by the City.

3. The decision to provide an outside designated smoking area will be at the discretion of a department head in consultation with the Mayor. If a designated smoking area is permitted, the designated smoking area must comply with the following:

- a. The area must be located at least twenty (20) feet from a facility's entryways, windows, vents and doorways, and not in any location that allows smoke to circulate back into a building.
- b. All materials used for smoking in this area, including, but not limited to, cigarette butts and matches, will be extinguished and disposed of in an appropriate container. A manager or supervisor will ensure periodic cleanup of the designated smoking area. If the area is not properly maintained (for example, if cigarette butts are found on the ground), the area can be eliminated at the discretion of management.



4. While on City work time, an employee who wishes to use a tobacco product may not do so anywhere in public view where he/she can be identified as an employee of the City.

5. No use of tobacco products or smoking will be allowed in or on any City vehicle at any time. No use of tobacco products or smoking will be allowed in personal vehicles when transporting people on City authorized business.

6. An employee may not smoke or use tobacco products when he/she is performing the duties of his/her City position. This prohibition includes an employee who performs his/her duties outside and on or off City property.

*For example, an employee may not smoke or use tobacco while performing duties which may include, but are not limited to, mowing, repairing streets or sidewalks, inspections, landscaping, or lifeguarding.*

7. A department head or the department head's designee, will discuss the issue of taking breaks with his/her staff, both tobacco and non-tobacco users. Together, they will develop effective solutions that do not interfere with the productivity of the staff.

#### **Enforcement**

1. The City believes that the spirit of thoughtfulness and cooperation which is characteristic at the City is adequate to resolve a dispute which might arise under this Policy. Where a dispute cannot be resolved, the rights of the non-tobacco user shall be given precedence.

2. To resolve a complaint about tobacco use, see below:

- a. A complaint about the application of this Policy to the City workplace should be brought to the attention of a department head or the Human Resources department.
- b. The complaint should be submitted in writing and identify specific objections. The City will investigate the complaint, when appropriate, and resolve it in accordance with this Policy or other applicable City rules and policies.
- c. No employee shall be subject to any form of retaliation for raising a complaint under or asking a question about this Policy.

3. An employee who violates this Policy will subject to disciplinary action up to and including termination of employment.

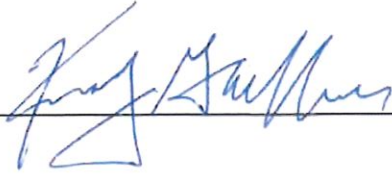
[INTENTIONALLY LEFT BLANK]



**City of Lafayette  
Tobacco Free Workplace Policy  
Acknowledgement**

I have read the City of Lafayette's Tobacco Free Workplace Policy (Policy) or it has been explained to me in a language I comprehend. I understand my responsibilities and duties as they relate to this Policy. I have been given a copy of this Policy.

Employee Signature: \_\_\_\_\_

A handwritten signature in blue ink, appearing to read "Kevin J. Gallagher", is written over a horizontal line.

Employee Name (print): Kevin J. Gallagher, Vice President

Date: February 22, 2022



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/10/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Sterling G Thompson 545 S. Third St., Suite 300 Louisville KY 40202		<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): 502-585-3277 <b>FAX</b> (A/C, No): 502-585-3306 <b>E-MAIL ADDRESS:</b> info@sterlingthompson.com		
<b>INSURED</b> Caldwell Group, LLC, Caldwell Tanks, Inc. & Caldwell Energy Company, LLC 4000 Tower Rd Louisville KY 40219		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A : The Travelers Indemnity Company		25658
		INSURER B : Travelers Property Casualty Company of America		25674
		INSURER C : ACE American Insurance Company		22667
		INSURER D : Underwriters at Lloyds London		32727
		INSURER E : Illinois Union Insurance Company		27960
INSURER F :				

## COVERAGES

CERTIFICATE NUMBER: 141873958

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	VTC2KCO-3L210228-IND-22	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	VTJCAP-3L210216-TIL-22	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input type="checkbox"/> CLAIMS-MADE	Y	Y	CUP-9S291053-22-NF	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-5R605044-22-25-K	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Builders Risk	Y	Y	111183037 001	1/1/2022	1/1/2023	See Remark #1
D	Professional Liability	Y	Y	80621PCALD000822	1/1/2022	1/1/2023	See Remark #3
E	Contractors Pollution	Y	Y	G71476200 002	1/1/2021	1/1/2023	See Remark #4

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: Caldwell Project #E-9314, LaFayette, IN 2MM Gallon Composite

City of LaFayette, Butler, Fairman, & SeuFert, Inc & their respective officers, directors, partners, employees, agents, consultants, & subcontractors are named an Additional Insured on a blanket basis with respect to the General Liability, Auto Liability, Excess/Umbrella Liability, & Builders' Risk. The General Liability and Excess Liability, which follows form, includes blanket Contractual Liability and is subject to the same definitions, terms, and conditions set forth in the General Liability policy. The General Liability as referenced above includes coverage for Explosion, Collapse, & Underground (X,C,U). The General Liability definition of "Occurrence" is amended to include Subcontracted Work Property Damage.

See Attached...

## CERTIFICATE HOLDER

## CANCELLATION

City of LaFayette 20 North 6th Street LaFayette IN 47901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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AGENCY CUSTOMER ID: CALDTAN-01

LOC #: \_\_\_\_\_

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Sterling G Thompson		NAMED INSURED Caldwell Group, LLC, Caldwell Tanks, Inc. & Caldwell Energy Company, LLC 4000 Tower Rd Louisville KY 40219	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS****THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

A Severability of Interest/Separation of Insured clause applies with respect to the General Liability and the Excess Liability which follows form.

With respect to all claims the Insurance coverage is written on a Primary and Non-Contributory basis, including those claims arising from both on-going & completed operations, in favor of the certificate holder with respect to the General Liability, Excess/Umbrella Liability, Auto Liability, & Builders' Risk.

A Waiver of Subrogation applies in favor of the Certificate Holder with respect to General Liability, Auto Liability, & Excess Liability, Builders' Risk, & Workers' Compensation where applicable by law.

A 30-day written notice of cancellation &/or material changes, or refusal of renewal will be provided to the Certificate Holder with respect to the respect to the General Liability, Excess/Umbrella Liability, Auto Liability, & Builders' Risk.





## ADDITIONAL REMARKS SCHEDULE

Page 1 of 2

AGENCY <b>Sterling G Thompson Company, LLC</b>		NAMED INSURED <b>Caldwell Group, LLC Caldwell Tanks Inc. 4000 Tower Road Louisville, KY 40219</b>	
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

## Remarks

## REMARK #1...BUILDERS RISK CONTINUED:

\$10,000,000 - Construction Works (Job Sites) Per Occurrence, not to exceed:

\$10,000,000 - Any One Project

\$1,000,000 - In Transit

\$5,000,000 - Hot Testing/Performance

\$1,000,000 - Soft Cost

\$10,000,000 - Flood Annual Aggregate (All Other Zones)

\$1,000,000 - Flood Annual Aggregate for Projects located in Zones B and SHX

EXCLUDED - Flood in Zones A, AE or V

\$10,000,000 - Earthquake Annual Aggregate

EXCLUDED - Earthquake in State of California

\$1,000,000 - Named Windstorm or Hail in Tier 1 Coastal Counties

\$1,000,000 - Named Windstorm or Hail in Tier 2 Coastal Counties

## DEDUCTIBLES (ALL PERILS):

\$26,000 per occurrence except

\$50,000 Flood - (All Other Zones) and \$100,000 (Zones B and SHX)

\$50,000 for Earthquake

5% subject to \$50,000 Minimum for Windstorm or Hail - Tier 1 Coastal Counties

3% subject to \$50,000 Minimum for Windstorm or Hail - Tier 2 Coastal Counties

\$50,000 Testing

VAULTATION: Replacement Cost

COVERAGE FORM: Special Form -Direct physical loss to property of every kind and description intended to become a permanent part of, or be

consumed in, the construction, fabrication, assembly, installation, erection or alteration of the Insured Project.

Perils Include but not limited to Theft, Fire, Explosion, Hail, Lightning, Vandalism, Malicious Mischief, Wind, Collapse, Riot, Aircraft, and Smoke

## REMARK #2...WORKERS COMPENSATION

## EXCESS WORKERS COMPENSATION (KY ONLY) COVERAGE:

Policy #VTWXJ-UB-3L210204-TIL-22 Policy Term is 1/1/2022 to 1/1/2023

Carrier: Travelers Property &amp; Casualty Co of America

Workers Compensation(Coverage A): Statutory Limits

Employers Liability (Coverage B): \$500K/\$500K/\$500K

SIR: \$500,000

Remarks cont.

## REMARK #3...PROFESSIONAL LIABILITY

PROFESSIONAL LIABILITY -Policy Term: 1/1/2022 to 1/1/2023 Claims Made Form

Design Build &amp; Contractors Professional Liability

Carrier: Underwriters at Lloyd's, London - Policy# B0621PCALD000622

\$2,000,000 Each Claim Limit

\$2,000,000 Policy Aggregate Limit

Deductible: \$75,000 Each Claim - Applies to Indemnity and Expense

## PROFESSIONAL LIABILITY EXCESS

Policy Term: 1/1/2022 to 1/1/2023 Claims Made Form

Design Build &amp; Contractors Professional Liability

Carrier: Underwriters at Lloyd's, London - Policy# B0621PCALD000722

\$3,000,000 Each Claim Limit

\$3,000,000 Policy Aggregate Limit





## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY <b>Sterling G Thompson Company, LLC</b>		NAMED INSURED <b>Caldwell Group, LLC</b>	
POLICY NUMBER <b>SEE PAGE 1</b>		Caldwell Tanks Inc. 4000 Tower Road Louisville, KY 40219	
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: **ACORD 25** FORM TITLE: **Certificate of Liability Insurance**

Excess of Primary \$2,000,000 Each and Every Claim

## REMARK #4...CONTRACTORS POLLUTION LIABILITY

Carrier: Illinois Union Insurance Company (CHUBB)

Policy#: G71476200002 Policy Term: 1/1/2021 to 1/1/2023

Occurrence Form

## LIMITS:

\$10,000,000 - Per Pollution Condition or Site Environmental Condition Limit of Liability

\$10,000,000 - Total Policy and Program Aggregate Limit of Liability for all Pollution Conditions and Site Environmental Conditions

Self-Insured Retention: \$250,000 - Per Pollution Condition or Site Environmental Condition

## REMARKS #5 CONTRACTORS' EQUIPMENT

Carrier: Federal Insurance Company (Chubb)

Policy # 6642343 Policy Term: 01/01/2022 to 01/01/2023

Occurrence Form

Limits include Owned, Borrowed, Leased, or Rented Contractors' Equipment:

\$10,000,000 Any one occurrence, not to exceed:

\$1,000,000 Any one item,

\$ 250,000 Riggers Liability

\$10,000,000 Flood annual aggregate,

\$10,000,000 Earthquake annual aggregate- Excludes the state of California

\$25,000 per occurrence Deductible

\$50,000 Flood

\$50,000 Earthquake

PERILS Include but not limited to Theft, Fire, Windstorm, Explosion, Hail, Lightning, Vandalism, Malicious Mischief, Wind, Collapse, Civil Commotion, Terrorism, Aircraft, and Smoke

VAULTATION: Replacement Cost



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/10/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Sterling G Thompson 545 S. Third St., Suite 300 Louisville KY 40202	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> 502-585-3277 <b>FAX (A/C, No):</b> 502-585-3306 <b>E-MAIL ADDRESS:</b> info@sterlingthompson.com	
<b>INSURED</b> Caldwell Group, LLC, Caldwell Tanks, Inc. & Caldwell Energy Company, LLC 4000 Tower Rd Louisville KY 40219	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> The Travelers Indemnity Company	25658
	<b>INSURER B:</b> Travelers Property Casualty Company of America	25674
	<b>INSURER C:</b> ACE American Insurance Company	22667
	<b>INSURER D:</b> Underwriters at Lloyds London	32727
	<b>INSURER E:</b> Illinois Union Insurance Company	27960
	<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 774329583 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	VTC2KCO-3L210228-IND-22	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	VTJCAP-3L210216-TIL-22	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP-9S291053-22-NF	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-5R605044-22-25-K	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Builders Risk	Y	Y	111183037 001	1/1/2022	1/1/2023	See Remark #1
D	Professional Liability	Y	Y	B0621PCALD000622	1/1/2022	1/1/2023	See Remark #3
E	Contractors Pollution	Y	Y	G71476200 002	1/1/2021	1/1/2023	See Remark #4

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: Caldwell Project #E-9314, LaFayette, IN 2MM Gallon Composite

Butler, Fairman, & SeuFert, Inc., City of LaFayette, & their respective officers, directors, partners, employees, agents, consultants, & subcontractors are named an Additional Insured on a blanket basis with respect to the General Liability, Auto Liability, Excess/Umbrella Liability, & Builders' Risk. The General Liability and Excess Liability, which follows form, includes blanket Contractual Liability and is subject to the same definitions, terms, and conditions set forth in the General Liability policy. The General Liability as referenced above includes coverage for Explosion, Collapse, & Underground (X,C,U). The General Liability definition of "Occurrence" is amended to include Subcontracted Work Property Damage.

See Attached...

<b>CERTIFICATE HOLDER</b>  Butler, Fairman, & SeuFert Inc. 11 South Third Street Suite 200 LaFayette IN 47901	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# **ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY Sterling G Thompson		NAMED INSURED Caldwell Group, LLC, Caldwell Tanks, Inc. & Caldwell Energy Company, LLC 4000 Tower Rd Louisville KY 40219
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

## **ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

A Severability of Interest/Separation of Insured clause applies with respect to the General Liability and the Excess Liability which follows form.

With respect to all claims the Insurance coverage is written on a Primary and Non-Contributory basis, including those claims arising from both on-going & completed operations, in favor of the certificate holder with respect to the General Liability, Excess/Umbrella Liability, Auto Liability, & Builders' Risk.

A Waiver of Subrogation applies in favor of the Certificate Holder with respect to General Liability, Auto Liability, & Excess Liability, Builders' Risk, & Workers' Compensation where applicable by law.

A 30-day written notice of cancellation &/or material changes, or refusal of renewal will be provided to the Certificate Holder with respect to the respect to the General Liability, Excess/Umbrella Liability, Auto Liability, & Builders' Risk.



## ADDITIONAL REMARKS SCHEDULE

Page 1 of 2

AGENCY <b>Sterling G Thompson Company, LLC</b>		NAMED INSURED <b>Caldwell Group, LLC</b> <b>Caldwell Tanks Inc.</b> <b>4000 Tower Road</b> <b>Louisville, KY 40219</b>	
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

## Remarks

## REMARK #1...BUILDERS RISK CONTINUED:

\$10,000,000 - Construction Works (Job Sites) Per Occurrence, not to exceed:

\$10,000,000 - Any One Project

\$1,000,000 - In Transit

\$5,000,000 - Hot Testing/Performance

\$1,000,000 - Soft Cost

\$10,000,000 - Flood Annual Aggregate (All Other Zones)

\$1,000,000 - Flood Annual Aggregate for Projects located in Zones B and SHX

EXCLUDED - Flood in Zones A, AE or V

\$10,000,000 - Earthquake Annual Aggregate

EXCLUDED - Earthquake in State of California

\$1,000,000 - Named Windstorm or Hail in Tier 1 Coastal Counties

\$1,000,000 - Named Windstorm or Hail in Tier 2 Coastal Counties

## DEDUCTIBLES (ALL PERILS):

\$25,000 per occurrence except

\$50,000 Flood - (All Other Zones) and \$100,000 (Zones B and SHX)

\$50,000 for Earthquake

5% subject to \$50,000 Minimum for Windstorm or Hail - Tier 1 Coastal Counties

3% subject to \$50,000 Minimum for Windstorm or Hail - Tier 2 Coastal Counties

\$50,000 Testing

VAULTATION: Replacement Cost

COVERAGE FORM: Special Form -Direct physical loss to property of every kind and description intended to become a permanent part of, or be

consumed in, the construction, fabrication, assembly, installation, erection or alteration of the Insured Project.

Perils include but not limited to Theft, Fire, Explosion, Hall, Lightning, Vandalism, Malicious Mischief, Wind, Collapse, Riot, Aircraft, and Smoke

## REMARK #2...WORKERS COMPENSATION

## EXCESS WORKERS COMPENSATION (KY ONLY) COVERAGE:

Policy #VTWXJ-UB-3L210204-TIL-22 Policy Term is 1/1/2022 to 1/1/2023

Carrier: Travelers Property &amp; Casualty Co of America

Workers Compensation(Coverage A): Statutory Limits

Employers Liability (Coverage B): \$500K/\$500K/\$500K

SIR: \$500,000

## Remarks cont.

## REMARK #3...PROFESSIONAL LIABILITY

PROFESSIONAL LIABILITY -Policy Term: 1/1/2022 to 1/1/2023 Claims Made Form

Design Build &amp; Contractors Professional Liability

Carrier: Underwriters at Lloyd's, London - Policy# B0621PCALD000622

\$2,000,000 Each Claim Limit

\$2,000,000 Policy Aggregate Limit

Deductible: \$75,000 Each Claim - Applies to Indemnity and Expense

## PROFESSIONAL LIABILITY EXCESS

Policy Term: 1/1/2022 to 1/1/2023 Claims Made Form

Design Build &amp; Contractors Professional Liability

Carrier: Underwriters at Lloyd's, London - Policy# B0621PCALD000722

\$3,000,000 Each Claim Limit

\$3,000,000 Policy Aggregate Limit





## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY <b>Sterling G Thompson Company, LLC</b>		NAMED INSURED <b>Caldwell Group, LLC Caldwell Tanks Inc. 4000 Tower Road Louisville, KY 40219</b>	
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 26 FORM TITLE: Certificate of Liability Insurance

Excess of Primary \$2,000,000 Each and Every Claim

## REMARK #4...CONTRACTORS POLLUTION LIABILITY

Carrier: Illinois Union Insurance Company (CHUBB)

Policy#: G71476200002 Policy Term: 1/1/2021 to 1/1/2023

Occurrence Form

## LIMITS:

\$10,000,000 - Per Pollution Condition or Site Environmental Condition Limit of Liability

\$10,000,000 - Total Policy and Program Aggregate Limit of Liability for all Pollution Conditions and Site Environmental Conditions

Self-Insured Retention: \$250,000 - Per Pollution Condition or Site Environmental Condition

## REMARKS #5 CONTRACTORS' EQUIPMENT

Carrier: Federal Insurance Company (Chubb)

Policy # 6642343 Policy Term: 01/01/2022 to 01/01/2023

Occurrence Form

Limits include Owned, Borrowed, Leased, or Rented Contractors' Equipment:

\$10,000,000 Any one occurrence, not to exceed:

\$1,000,000 Any one item,

\$ 250,000 Riggers Liability

\$10,000,000 Flood annual aggregate,

\$10,000,000 Earthquake annual aggregate- Excludes the state of California

\$25,000 per occurrence Deductible

\$50,000 Flood

\$50,000 Earthquake

PERILS Include but not limited to Theft, Fire, Windstorm, Explosion, Hail, Lightning, Vandalism, Malicious Mischief, Wind, Collapse,

Civil Commotion, Terrorism, Aircraft, and Smoke

VAULTATION: Replacement Cost